

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	The Sagemont Upper School, LLC		12/21/2012	LIMITED LIABILITY COMPANY: FLORIDA
	The Sagemont School, L.C.		12/21/2012	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA				
Name:	Sagemont Global Education, Inc.			
Street Address:	1615 West Chester Pike			
City:	West Chester			
State/Country:	PENNSYLVANIA			
Postal Code:	19382			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Serial Number:	85625321	THE SAGEMONT SCHOOL	
	Serial Number:	78843314	THE SAGEMONT SCHOOL GRADES PRE-K3 - 12 ACCREDITED BY SACS/CITA & AISF	
CORRESPONDENCE DATA				
Fax Number:	3128035299			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	(312) 845-3430			
Email:	kalwa@chapman.com			
Correspondent Name:	Richard Kalwa			
Address Line 1:	111 West Monroe Street			
Address Line 2:	Chapman and Cutler LLP			
Address Line 4:	Chicago, ILLINOIS 60603			
ATTORNEY DOCKET NUMBER:	4104006			

CH \$65.00 85625321

TRADEMARK

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	01/25/2013
Total Attachments: 6 source=IP Assignment#page1.tif source=IP Assignment#page2.tif source=IP Assignment#page3.tif source=IP Assignment#page4.tif source=IP Assignment#page5.tif source=IP Assignment#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated December 21, 2012, is entered into by and among Sagemont Upper School, LLC, a Florida limited liability corporation (“Upper School”), The Sagemont School, L.C. (“Lower School”, and together with Upper School, “Assignors”), and Sagemont Global Education, Inc., a Delaware corporation (“Assignee”).

BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of December 21, 2012, by and among Assignee, Assignors, Sagemont Corp. (“Parent”), a Delaware corporation, the Persons listed on Schedule 1.1 thereto (the “Shareholders”, and together with the Assignors and the Parent, the “Sellers”) and Justin Fineberg, solely in his capacity as representative for the Sellers, Assignors agreed to sell, convey, assign, transfer and deliver to Assignee their entire right, title and interest in and to all of the Intellectual Property owned by Assignors, as well as the Intellectual Property rights licensed to Assignors, including the Intellectual Property set forth on Schedule 1 attached hereto (the “Acquired Intellectual Property”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

COPYRIGHTS

1. Assignors hereby sell, convey, assign, transfer and deliver to Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Assignors’ right, title and interest, in and to the copyrights included in the Acquired Intellectual Property, if any, including those listed on Schedule 1, and further including any and all (i) renewal rights in respect of such copyrights, (ii) rights to obtain registrations of such copyrights in the United States and throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

TRADEMARKS

2. Assignors hereby sell, convey, assign, transfer and deliver to Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Assignors’ right, title and interest in and to the trademarks included in the Acquired Intellectual Property, if any, including those listed on Schedule 1, together with any goodwill that is symbolized by such Trademarks, and further including any and all (i) renewal rights in respect of such trademarks, (ii) rights to obtain registrations of such

trademarks in the United States and throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

PATENTS

3. Assignors hereby sell, convey, assign, transfer and deliver to Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Assignors' right, title and interest in and to the patents included in the Acquired Intellectual Property, if any, including those listed on Schedule 1, and further including any and all (i) rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, (ii) rights to obtain patent or equivalent protection therein in the United States and throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

TRADE SECRETS

4. Assignors hereby sell, convey, assign, transfer and deliver to Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Assignors' right, title and interest in and to the trade secrets of Assignors, if any, including any and all (i) rights to sue and recover any and all damages and profits or seek injunctive relief, and (ii) rights to obtain any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

GENERAL

5. This IP Assignment, the Purchase Agreement and the other documents entered into pursuant to the terms of the Purchase Agreement contain the entire agreement of the parties hereto with respect to the subject matter of this IP Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. Neither the making nor the acceptance of this IP Assignment as to any particular item of Acquired Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement.

6. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

7. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.

8. This IP Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law

provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

9. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

10. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and the rules of construction set forth in Section 12.10 of the Purchase Agreement shall apply to this Agreement.


11. This IP Assignment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

[Remainder of this page was intentionally left blank; signature pages to follow]


IN WITNESS WHEREOF, each of the parties hereto have hereunto caused this IP Assignment to be duly executed on the date first above written.

ASSIGNORS:

THE SAGEMONT UPPER SCHOOL, LLC

By: 
Name: Brent Goldman
Title: President

THE SAGEMONT SCHOOL, L.C.

By: 
Name: Brent Goldman
Title: President

[Signature page continues]

[Signature page to Intellectual Property Assignment Agreement]

ASSIGNEE:

SAGEMONT GLOBAL EDUCATION, INC.

By: 

Print Name: George Bernstein

Title: President

[Signature page to Intellectual Property Assignment Agreement]